

AMENDMENT TO LEASE

AMENDMENT, to that certain Lease dated November 9, 1972, between SEATTLE FLIGHT SERVICE, INC., as Lessee, and KING COUNTY, a political subdivision of the State of Washington.

1.0 RECITALS:

- consented to the assignment of Seattle Flight's interest as Lessee to Techbuilt Corporation for the purpose of permitting Techbuilt Corporation to construct the improvements to the realty which are contemplated by the Lease.
- 1.2 Thereafter, Techbuilt Corporation was unable to finance the improvements pursuant to the Lease and in December, 1974, reassigned its interest in the lease back to Seattle Flight Service, subject, however, to the consent of the County to such reassignment.
- 1.3 Thereafter, Seattle Flight Service entered into negotiations with contractors and financing authorities and submitted new plans and specifications to the County which plans the County, for the purposes stated in the lease, finds acceptable.
- 1.4 Seattle Flight Service has entered into a construction contract for the construction of the facilities set forth in the plans and specifications and contemplated by the lease, and has procured construction and takeout financing for the construction of the facilities on the leased property.
- 1.5 Jack M. Conrad, the sole shareholder of Seattle Flight, has agreed to personally obligate himself for the purpose of financing the improvements referred to; Seattle Flight Service has, in turn, agreed to assign all of its right, title and interest in said lease to Jack M. Conrad.

Carried at Campbell Grants

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1.6 The parties now desire to amend the existing lease to permit the orderly construction of the facilities set forth in the plans and specifications and to set a time for completion.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED:

- 2.0 TIME FOR CONSTRUCTION: Lessee agrees that it shall complete construction of the facilities in accordance with the plans and specifications previously submitted within 120 days of issuance of the building permit therefor. Lessee alleges that the plans and specifications have been filed with the County as of the date of this amendment and are awaiting the County's action. This paragraph modifies paragraph 30 of the lease and any amendments preceding this amendment.
- 3.0 MODIFICATION WITH RESPECT TO PARAGRAPH 14: To permit Prudential Mutual Savings Bank to provide the necessary financing for the construction of the facilities involved, Section 14 of the lease is amended by adding the following provisions to the end of the first paragraph of Section 14:

PROVIDED, that in consideration of Prudential Mutual Savings Bank commitment to provide construction financing and a long-term mortgage takeout commitment for the purpose of building the improvements to the property contemplated by this lease, King County agrees to provide an identical notice of default to Prudential

Mutual Savings Bank as is given to the lessee at the following address:

Within the period of time as provided in the notice of default, Prudential Mutual shall have the option of becoming the lessee pursuant to the terms of this lease by paying any delinquent charges pursuant to this lease and giving written notice of exercise of the option to become substitute lessee. Thereafter, Prudential Mutual may, at its election, foreclose any mortgages or security agreements upon the premises which it holds without such foreclosure constituting grounds for termination of this lease by King County.

4.0 REASSIGNMENT OF LEASE: King County consents to the reassignment of the lessee's interest from Techbuilt Corporation to Seattle Flight Service and from Seattle Flight Service to Jack M. Conrad. The County further releases Techbuilt Corporation from liability under said lease.

EXECUTED BY THE PARTIES ON THE DATES SHOWN: SEATTLE FLIGHT SERVICE, INC.

By Jack Red

DATE: 5-29-75

JACK M. CONRAD

DATE: 5-27-75

COUNTY OF KING, STATE OF WASHINGTON

By John Spellmen

DATE: may 28, 1975

APPROVED AS TO FORM AND LEGALITY.

Deputy Prosecuting Attorney

DATE: May 16 1975

STATE OF WASHINGTON)

COUNTY OF K I N G)

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)

COUNTY OF K I N G)

On this 29th day of May, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Jack M. Conrad, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)

COUNTY OF K I N G)

On this 28th day of May, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me to be the County Executive and

the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said municipality.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at Seattle